

Amendments to the Drawings:

The attached sheet of drawings includes changes to Fig. 13. This sheet replaces the Amended sheet including Fig. 13. In Fig. 13, The element "contractual interface" 13 has been deleted to remove the element that the
5 Examiner considers New Mater.

Attachment:

Annotated Sheet Showing Changes
Replacement Sheet

REMARKS

Examiner Rhode is thanked for the thorough examination of the subject Patent Application. The Claims have been carefully reviewed and amended, and are considered to be in condition for allowance.

5 Reconsideration of the rejection under 35 USC §112, second paragraph, of Claims 1, 10, 23, 35, 36, 40, 42, and 57 as being indefinite for failing to particularly point out and distinctly claim the subject matter which the applicant regards as the invention is requested in light of the following arguments. Fig. 13 has been changed and the specification amended to remove the element 10 “contractual interface” that the Examiner considers “New Matter”. Claims 1, 10, 23, 35, 36, 40, 42, and 57 are amended to delete the element “contractual interface”.

15 Reconsideration of the rejection under 35 USC §112, second paragraph, of Claims 57 and 77 as being incomplete for omitting essential structural cooperative relationships of elements, such omission amounting to a gap between the necessary structural connections is requested in light of the following arguments. Claims 57 and 77 have been amended to provide:

20 an electronic network that allows electronic communication between said camera provider and said consumer ...; (Claim 57, Lines 6-7)

providing an electronic network through which a camera provider
and a consumer electronically ... (Claim 77, Lines 5-7).

Reconsideration of the rejection under 35 USC §112, second paragraph,
of Claims 69 as being indefinite for failing to particularly point out and distinctly
5 claim the subject matter which the applicant regards as the invention is
requested in light of the following arguments. Fig. 13 has been amended and the
specification amended (paragraph 0054) to define;

10 an advertising provider in communication via said electronic
network with the consumer database and image processor to
associate advertising information with said image reproductions
based on said personal information in return for credit toward
said commitment for image reproductions. (Claim 69, Lines 2-7)

Figure 6 defines the process performed by the advertising provider. No new
matter is added.

15 Reconsideration of the rejection under 35 USC §103(a) of Claims 1, 7-11,
20-28, 30-39, 42-44, 46-47, 50-52, 55-57, 63-65, 67, 71-73, 76-77, 82-88, and
91-93 as being unpatentable over U. S. Patent 5,963,752 (Zander) in view of U.
S. Patent 6,167,251 (Segal et al.) and further in view of U. S. Patent 5,974,401
(Enomoto et al.), is requested in light of the following arguments.

20 Claims 10, 27-28, 38-39, 43-44, 50-52 are cancelled and their rejection is
moot.

Zander provides a camera to be purchased or rented by a user. The camera is loaded with a filmstrip having certain characteristics including the film type and number of exposures. Further, Zander describes communicating user photofinishing instructions, which are then stored in the camera for future processing. Segal et al. provides a contract with a long term commitment to a cellular carrier. A cellular telephone is provided based on "the establishment of a long-term service contract" (Col. 1, Lines 56-57). There is no discussion of the cellular telephone being provided for free or discount based on the number of prepaid minutes. Enomoto et al. provides for image transfers over a network, from a camera to an image processor for print reproduction and for transfer of a certain level of camera usage information

With regards to Claims 1, 7-9, 11, 20-26, 30-37, 42, 46-47, 57, 63-65, 67, 71-73, 76-77, 82-88, and 91-93, neither Zander, Segal et al., Enomoto et al., nor the combination of Zander in view of Segal et al. and further in view of Enomoto et al., provides:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said
electronic network for restricting access by said consumer to
5 images acquired by the camera and retained within said camera
to prevent the consumer from obtaining reproductions of the
images made from a source not associated with the camera
provider; (Claim 8 Lines 4-8)

10 transferring personal information via electronic network from said
consumer to said camera provider; (Claim 46 Lines 3-4)and
retaining said personal information within a consumer database;
(Claim 46 Line 5)

15 an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
image reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the
cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said electronic network to receive images acquired by said camera to an image processor; (Claim 57 Lines 12-14)

5 an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider, wherein the image securing device encrypts said first image within said camera upon receipt of an encryption key from said camera provider via said electronic network. (Claim 66, Lines 2-6)

10 a consumer database in communication with the camera provider retaining personal information transferred from said consumer to said camera provider. (Claim 67 Lines 3-5)

15 a medium for retaining a computer code which, when executed on a computing system performs a program process ... comprising the steps of:

providing an electronic network through which a camera provider and a consumer electronically communicates to generate a contract where said consumer acquires at least one camera in exchange for said commitment; (Claim 77 Lines 5-9)

connecting said camera to electronically communicate via said electronic network with an image processor; (Claim 77 Lines 21-22)

5 transferring images acquired by said camera to an image processor; (Claim 77 Line 23);

printing reproductions of at least one of images having restricted access; (Claim 77 Line 27)

10 connecting said camera to communicate via said network for restricting access to images acquired from the camera to prevent the consumer from obtaining reproductions of images made from a source not associated with the camera provider; (Claim 82 Lines 3-6)

transferring personal information via said electronic network from said consumer to said camera provider; (Claim 87 Lines 3-4)

15 and

retaining said personal information within a consumer database. (Claim 87 Lines 5)

There is no teaching in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., to generate a contract between 20 a camera provider and a consumer through electronic communication through an

electronic network with the terms that predicate providing of the camera based on the amount of film or images purchased. Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., just describes the creation of a kiosk where a camera can be purchased preloaded with film or 5 a camera may be placed in the mechanism for removal and replacement of film. The canister containing the exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code of Zander does not prevent the customer from accessing the images for printing “from a source not associated with the camera provider”.

10 Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones. In re Gorman, 933 F.2d 982, 18 USPQ2d 1885 (Fed. Cir. 1991) Cf. In re Geiger, 815 F.2d 686, 2 USPQ2d 1276 (Fed. Cir. 1987) established that some “teaching, suggestion, or incentive to support combination” of prior art references is needed in order to support a §103 rejection. There is no 15 teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to 20 combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

The contract of Segal et al. provides for a long term commitment to a cellular carrier. The cellular telephone is provided based on "the establishment of a long-term service contract" (Col. 1, Lines 56-57). There is no discussion of the cellular telephone being provided for free or discount based on the number of 5 prepaid minutes.

The encryption as described in Segal et al. is within a unique identifier included in the communication unit. The use of unique identifiers provides unique encryption, as well as secure transmission for each communication unit that is transmitted from the keyless portable cellular phone to the system server. 10 Further, the prepaid airtime communication units have a unique identifier that is encrypted and transmitted to the server. It is decrypted and used for allowing the keyless cellular telephone access to the communication system through the server. There is no teaching to restricting access of a camera to prevent a consumer from obtaining reproductions of images from a source not associated 15 with the camera provider.

There is no teaching in the combination of Zander in view of Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a 20 kiosk where a camera can be purchased or rented and is preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b) and Segal et al. discusses a long term

commitment to a cellular service provider in return for a free or discounted
cellular telephone and encryption of pre-paid airtime communication units with
unique identifiers. Neither the security code of Zander nor the encryption of
Segal et al. provides a device to prevent the customer from accessing the
5 images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 1, 7-9, 11, 20-26, 30-37, 42,
46-47, 50, 57, 63-65, 67, 71-73, 76-77, 82-88, and 91-93 is believed to be novel
and patentable over the combination of Zander in view Segal et al., or in the
combination of Zander in view of Segal et al. and further in view of Enomoto et
10 al., because there is an insufficient basis as described above to conclude that the
combination of claimed elements would have been obvious to one skilled in the
art. That is to say, there must be something in the prior art or line of reasoning to
suggest that the combination of these various references is desirable. The
applicant believes that there is no such basis for the combination. The applicant
15 therefore requests that Examiner Rhode reconsider the rejection in view of these
arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 2, 58,
and 78 as being unpatentable over the combination of Zander, in view of Segal et
al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further
20 in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the
following arguments. Please refer above for the arguments with regards to the
combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Steinberg does describe a secure storage device that stores digital images from digital cameras and performs security functions, including encryption, creation of an authentication file, adding data to the image data such as fingerprinting, and adding secure annotations such as separate data included in an image header. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

10 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

15 connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

20 printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

25 connecting said camera to electronically communicate via said electronic network for restricting access by said consumer to images acquired by the camera and retained within said camera to prevent the consumer from obtaining reproductions of the

images made from a source not associated with the camera provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said consumer to said camera provider; (Claim 46 Lines 3-4) and

5 retaining said personal information within a consumer database; (Claim 46 Line 5)

an electronic network that allows electronic communication between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of 10 image reproductions within the selected amount of time and the camera provider provides the consumer with at least one of the cameras, in response to the consumer entering into the commitment; (Claim 57 Lines 6-11)

15 an image processor in communication with said consumer via said electronic network to receive images acquired by said camera to an image processor; (Claim 57 Lines 12-14)

20 an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider, wherein the image securing device encrypts said first image within said

camera upon receipt of an encryption key from said camera provider via said electronic network. (Claim 66, Lines 2-6)

5 a consumer database in communication with the camera provider retaining personal information transferred from said consumer to said camera provider. (Claim 67 Lines 3-5)

10 a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1).

Steinberg does not provide for encryption within the camera to prevent "reproduction of at least a first image acquired from the camera by a source not associated with the camera provider." The system of Steinberg details the encryption within a separate computer system or external storage device.

15 Without encryption within the camera, the user would be able to access the images for reproduction and defeat the terms of the contractual relationship.

20 As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455

– Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the 5 terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a device that provides the purchasing of the camera based on the amount of film or images 10 purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique 15 identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg provides a device to prevent the customer from accessing the images for printing 20 “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with the camera provider”. Further, Steinberg details the encryption within a separate computer system or external storage device.

The invention as claimed in amended Claims 2, 58, and 78 is believed to be novel and patentable over Zander in view of Segal et al., further in view of

Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

10 Reconsideration of the rejection under 35 USC §103(a) of Claims 3, 59,
and 79 as being unpatentable over the combination of Zander in view of Segal et
al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further
in view of U. S. Patent 5,929,218 B1 (Smith) is requested in light of the following.
arguments. Please refer above for the arguments with regards to the
15 combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Smith does describe a low resolution image acquired for display on a view finder display. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Smith for:

20 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

5 printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

method ... further comprising the step of connecting said camera to electronically communicate via said electronic network for granting access to low resolution versions of images taken with the camera to be transferred from the camera; (Claim 3, Lines 10 1-3)

15 connecting said camera to electronically communicate via said electronic network for restricting access by said consumer to images acquired by the camera and retained within said camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said consumer to said camera provider; (Claim 46 Lines 3-4)and

20 retaining said personal information within a consumer database;
(Claim 46 Line 5)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
image reproductions within the selected amount of time and the
5 camera provider provides the consumer with at least one of the
cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

10 an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
an image processor; (Claim 57 Lines 12-14)

the camera distribution system wherein said camera is connected
to communicate via said electronic network to grant permission
for low resolution versions of images taken with the camera to
be transferred from the camera; (Claim 59, lines 1-4)

15 and

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
20 the method of Claim 1).

Smith does not provide "granting access to low resolution versions of images taken with the camera to be transferred from the camera." The system of Smith details the structure of a digital camera with a low resolution viewfinder optical path to capture an image for display upon the viewfinder.

5 As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or 10 images purchased.

15

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be 20 purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique

identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any 5 restricting of access of the images for printing “from a source not associated with the camera provider”.

The invention as claimed in amended Claims 3, 59, and 79 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith, because there is an insufficient 10 basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these 15 various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 4, 5, 60–61, and 80–81 as being unpatentable over the combination of Zander, Segal 20 et al., and Enomoto et al. as applied to Claims 1, 57, and 77, and further in view of U. S. Patent 6,029,141 (Bezos et al.) is requested in light of the following

arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Bezos et al. is a referral system where a second customer is referred for a sale with a commission to the referring person for the sale. The referring 5 individual or business entity acts as a sales agent for the selling merchant (See abstract). Bezos et al. does not refer to cameras and image reproductions. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Bezos et al. for:

10 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

15 connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

connecting someone other than the consumer to communicate via said electronic network; (Claim 4 Line 3)

receiving an order via said electronic network under said contract
for at least one image print from someone other than the
consumer; (Claim 4 Lines 4-6) and

crediting under said contract the consumer's commitment fulfillment
5 based on the order; (Claim 4 Line 7-8)

connecting someone other than the consumer to said electronic
network; (Claim 5 Line 3)

receiving an order via said electronic network under said contract
for an image reproduction from someone other than the
10 consumer; (Claim 5 Lines 4-6) and

providing under said contract the consumer with a benefit based on
the order; (Claim 5 Line 7-8)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
15 consumer commits to purchase of at least the first amount of
image reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the
cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said electronic network to receive images acquired by said camera to an image processor; (Claim 57 Lines 12-14)

the camera distribution systemwherein the image processor
5 receives an order for an image reproduction from someone other than the consumer; and said image processor provides the consumer a benefit based on the order; (Claim 60 Lines 1-4)

the camera distribution system wherein the image processor
receives an order for an image print from someone other than
10 the consumer; and said image processor credits the consumer's commitment fulfillment based on the order; (Claim 61 Lines 1-4)

a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment; (Claim 77, Lines 1-4) (The steps of the program process being equivalent to
15 the method of Claims 1, 4, and 5)

The receiving of the order from someone other than the consumer allows that person to act as the consumer in the purchase of the image prints to fulfill the commitment for the contract generated under the contractual interface. The
20 consumer is not acting as an agent as described in Bezos et al. where the referring individual or business entity receives a commission for sales.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al. and Bezos et al. For example, the classifications of the field of search of Zander 5 and Segal et al. are non related (Zander being 396—Photography; Segal et al. being 455—Telecommunications and 379—Telephonic Communications; Bezos et al being 705—Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707—Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the 10 art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a 15 camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a 20 device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with the camera provider”.

The invention as claimed in amended Claims 4, 5, 60–61, and 80–81 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 6, 45, 62, 82, and 86 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Claim 45 is cancelled and therefore the rejection of Claim 45 is moot.

Steinberg does describe transferring images from a camera to a secure storage device. The secure storage device stores digital images from the digital camera and performs security functions, including encryption, creation of an

authentication file, adding data to the image data such as fingerprinting, and adding secure annotations such as separate data included in an image header. The secure storage devices then transfers the images to a computer. There is no teaching in the combination of Zander, in view of Segal et al., and in view of 5 Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

10 connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

15 printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

20 connecting said camera to electronically communicate via said electronic network for restricting access by said consumer to images acquired by the camera and retained within said camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider; (Claim 8 Lines 4-8)

wherein the step of restricting access to said images comprises the
step of encrypting by the camera of at least a first image
captured by said camera to prevent the user from having prints
of at least the first image from a source not associated with a
provider of said camera. (Claim 19 Lines 1-5)

5

transferring personal information via electronic network from said
consumer to said camera provider; (Claim 46 Lines 3-4) and
retaining said personal information within a consumer database;
(Claim 46 Line 5)

10

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
image reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the
cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

15

an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
an image processor; (Claim 57 Lines 12-14)

20

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera

by a source not associated with the camera provider, wherein the image securing devise encrypts said first image within said camera upon receipt of an encryption key from said camera provider via said electronic network. (Claim 66, Lines 2-6)

5 a consumer database in communication with the camera provider retaining personal information transferred from said consumer to said camera provider. (Claim 67 Lines 3-5)

10 a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1);

and

15 the medium ... further comprising the step of connecting said camera to communicate via said network for restricting access to images acquired from the camera to prevent the consumer from obtaining reproductions of images made from a source not associated with the camera provider; (Claim 82 Lines 1-6)

and

the medium ... wherein the step of restricting access to said images comprises the step of encrypting at least said first image within said camera. (Claim 86 Lines 1-3)

Steinberg does not provide for encryption within the camera to prevent 5 reproduction of at least a first image acquired from the camera by a source not associated with the camera provider." The system of Steinberg details the encryption within a separate computer system or external storage device. Without encryption within the camera, the user would be able to access the images for reproduction and defeat the terms of the contractual relationship.

10 As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an 15 indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or 20 images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a device that

provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. 5 discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does 10 not provide any restricting of access of the images for printing “from a source not associated with the camera provider”. Further, Steinberg details the encryption within a separate computer system or external storage device.

The invention as claimed in amended Claims 6, 45, 62, 82, and 86 is believed to be novel and patentable over Zander in view of Segal et al., further in 15 view of Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg would have been obvious to one skilled in the art. That is to say, there must be something in 20 the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 12 and 29 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of U. S. Patent 6,369,908 B1 (Frey et al.) is requested in light of the following 5 arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

10 Frey et al. provides a banner message, text message, or audio message attached to an image from a separate kiosk not from a camera provided to a consumer on a purchased or rental basis. There is no teaching about sending advertising or coupons to a user or incorporating the advertising with the printed images. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of Frey et al. for:

15 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

20 connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having

restricted access; (Claim 1 Lines 27-28)

the method ... further comprising the steps of connecting

connecting said camera to electronically communicate via said

5 electronic network and transferring said camera usage

information to a user information database; (Claim 11 Lines 1-4)

the method ... further comprising the step of selecting advertising to

be presented to the user based at least in part on the camera

usage information; (Claim 12 Lines 1-3) and

10 the method ... further comprising the step of downloading via said

electronic network an advertisement into the camera and

displaying the advertisement on a camera display. (Claim 11

Lines 1-4)

As stated above, there is no teaching in Zander, or in the combination of

15 Zander in view of Segal et al., further in view of Enomoto et al., and further in
view of Frey et al. to establish a contractual interface that functions with the
terms that predicate the purchase of the camera based on the amount of film or
images purchased. While Zander does have a security code (Fig. 17b), the
security code of Zander does not provide encryption to prevent the customer
20 from accessing the images for printing "from a source not associated with the
provider of said camera".

Zander does provide "camera information about the reloaded film as selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44). However, Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and Frey et al. does not detail camera usage

5 information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures printed;

time of day or year when camera is most likely to be used and

10 frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other

15 products ordered;

track which advertisements/promotions the user investigated or generated a "click-through" experience;

track how many different locations to which the user had prints

shipped;

track the user classification of a photo gallery. (Claim 11, Lines 5-17)

The system of Frey et al. provides for attraction advertising describing services of the photo kiosk (Col 3, Lines 40-43). The kiosk attaches a greeting or 5 text message to the photo. There is no teaching, suggestion or support that advertising is sent to the customer or displayed on the camera that has been purchased or rented under the contract, where the terms of the contract are that the purchase of the camera is based on the amount of film or images purchased.

As described above, Segal et al. does not discuss the providing of a 10 camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an 15 indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

20 There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. for a device that provides the purchasing of the camera based on the amount of film or

images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Frey et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Frey et al. details the photo kiosk where pictures are taken and greeting messages are attached to the resulting picture.

The invention as claimed in amended Claims 12 and 29 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 13–18 as being unpatentable over the combination of Zander, PTN, Enomoto, and Steinberg as applied to claims 10 and 11, and further in view of U. S. Patent 6,360,362 (Fitchner et al.) is requested in light of the following arguments.

5 Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al..

Claim 10 is now cancelled and Claim 11 is now dependent upon claim 1. Claims 14-18 are cancelled so their rejections are moot.

10 Fitchner et al. provides a method where a “host system detects that the firmware on the imaging device is incompatible with a configuration of the host system. In response to detecting the incompatibility, an updated firmware image is transferred from the host system to the imaging device.” There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. and further in view of Fitchner et al. for:

15 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

20 connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having

restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said

electronic network for restricting access by said consumer to

5 images acquired by the camera and retained within said camera

to prevent the consumer from obtaining reproductions of the

images made from a source not associated with the camera

provider; (Claim 8 Lines 4-8)

connecting said camera to electronically communicate via said

10 electronic network and transferring said camera usage

information to a user information database, (Claim 11 Lines 2-4)

As stated above, there is no teaching in Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al. to establish a contractual interface that functions with the terms that predicate the purchase of the camera based on the amount of film or images purchased. While Zander does have a security code (Fig. 17b), the security code of Zander does not provide encryption to prevent the customer from accessing the images for printing “from a source not associated with the provider of said camera”.

20 Zander does provide “camera information about the reloaded film as selected by the customer, such as the length of the filmstrip” (Col. 17, Line 44).

However, Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and Fitchner et al. does not detail camera usage information which includes:

average number of pictures captured before upload of pictures;

5 average number of pictures captured vs. number of pictures printed;

time of day or year when camera is most likely to be used and frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

10 amount of time spent editing each image on-camera;

number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other products ordered;

15 track which advertisements/promotions the user investigated or generated a "click-through" experience;

track how many different locations to which the user had prints shipped;

track the user classification of a photo gallery. (Claim 11, Lines 5-17)

Claim 13 provides for the change in the operational modes of the camera based on the camera usage information of Claim 11. The firmware modifications 5 of Fitchner et al. are dependent upon the type of host system being used to update the firmware of the camera and further, there is no discussion of extracting the user information for determining the firmware update to applied to the camera.

As described above, Segal et al. does not discuss the providing of a 10 camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an 15 indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

20 There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al. for a device that provides the purchasing of the camera based on the amount of film or

images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Fitchner et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Fitchner et al. provides for updating firmware within a digital camera. Fitchner et al. does not provide for adjusting the camera performance based on camera usage information.

The invention as claimed in amended Claim 13 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no

such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 48, 49, 69, 70, 89, and 90 as being unpatentable over the combination of Zander, in view 5 of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 5,794,210 (Goldhauber et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

10 While Goldhauber et al. does describe “Called Attention Brokerage” which is “the business of brokering the buying and selling of the ‘attention’ of users” (Abstract), there is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of 15 Goldhauber et al. for:

15 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

20 connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said
electronic network for restricting access by said consumer to
5 images acquired by the camera and retained within said camera
to prevent the consumer from obtaining reproductions of the
images made from a source not associated with the camera
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said
10 consumer to said camera provider; (Claim 46 Lines 3-4) and
retaining said personal information within a consumer database;
(Claim 46 Line 5)

providing advertising to said consumer through said camera
transferred over said electronic network when said camera is
15 connected to communicate via said electronic network based on
said personal information; (Claim 48 Lines 2-4)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
20 image reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the

cameras, in response to the consumer entering into the commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said electronic network to receive images acquired by said camera to an image processor; (Claim 57 Lines 12-14)

5

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider, wherein the image securing device encrypts said first image within said camera upon receipt of an encryption key from said camera provider via said electronic network. (Claim 66, Lines 2-6)

10

a consumer database in communication with the camera provider retaining personal information transferred from said consumer to said camera provider. (Claim 67 Lines 3-5)

15

an advertising provider in communication via said electronic network with the consumer database and image processor to associate advertising information with said image reproductions based on said personal information in return for credit toward said commitment for image reproductions. (Claim 69 Lines 2-7)

20

a medium for retaining a computer code which, when executed on a computing system performs a program process for providing

cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1, 48, and 49).

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al., and Goldhauber et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography; Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications; and Goldhauber et al. being 705-Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707-Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a

device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with the camera provider”. Further, Goldhauber et al. details the 5 selling of advertising to a user for a fee based on demographics and a personal profile of the user.

The invention as claimed in amended Claims 48, 49, 69, 70, 89, and 90 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al., because there is 10 an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide 15 incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 53, 74, 20 and 94 as being unpatentable over the combination of Zander in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of “Kodak Tries to Inspire More Picture Taking in India with Rentals,”

Bailay, Asia Wall Street Journal, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak") is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

5 While Kodak does describe methods where a camera provider and processor are associated with the camera manufacturer. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Kodak for:

10 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

15 connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

20 an electronic network that allows electronic communication between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the

camera provider provides the consumer with at least one of the cameras, in response to the consumer entering into the commitment; (Claim 57 Lines 6-11)

5 an image processor in communication with said consumer via said electronic network to receive images acquired by said camera to an image processor; (Claim 57 Lines 12-14)

and

10 a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1).

15 As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these 20 references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the

terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak for a device that

5 provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique

10 identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with

15 the camera provider”.

The invention as claimed in amended Claims 53, 74, and 94 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the

20 combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of

reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

5 Reconsideration of the rejection under 35 USC §103(a) of Claims 54, 75, and 95 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 6,578,072 (Watanabe et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the
10 combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Watanabe et al. does describe "digital photographic services on a network, only selected images are shown only to people that a user wishes to show the images, without cost and time upon or after photographing the images." (Abstract), there is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of
15 Watanabe et al. for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

20 connecting said camera to electronically communicate via said electronic network to an image processor and transferring

images acquired by said camera to said image processor;

(Claim 1 Lines 24-26)

printing reproductions of at least one of the images having

restricted access; (Claim 1 Lines 27-28)

5

an electronic network that allows electronic communication

between said camera provider and said consumer wherein said

consumer commits to purchase of at least the first amount of

image reproductions within the selected amount of time and the

camera provider provides the consumer with at least one of the

10

cameras, in response to the consumer entering into the

commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said

electronic network to receive images acquired by said camera to

an image processor; (Claim 57 Lines 12-14)

15 and

a medium for retaining a computer code which, when executed on

a computing system performs a program process for providing

cameras to consumers in exchange for a commitment (Claim 77,

Lines 1-4) (The steps of the program process being equivalent to

20 the method of Claim 1).

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al., and Watanabe et al. For example, the classifications of the field of search of

5 Zander and Segal et al. are non related (Zander being 396 – Photography; Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications; and Watanabe et al. being 705-Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707-Data Processing: Database and File Management Or Data Structures) and provide an indication that one

10 skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

15 There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the

20 mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a

device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with the camera provider”. Further, Watanabe et al. provides digital photographic services on a network where only selected images are shown to people that a user wishes to show the images.

The invention as claimed in amended Claims 54, 75, and 95 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al., because there is an 10 insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide 15 incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 40 and 20 41 as being unpatentable over the combination of Zander in view of Segal et al., and further in view of “Kodak Tries to Inspire More Picture Taking in India with

Rentals," Bailay, *Asia Wall Street Journal*, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak") is requested in light of the following arguments.

While Kodak does describe methods where a camera provider and processor are associated with the camera manufacturer. There is no teaching in 5 the combination of Zander, in view of Segal et al., and further in view of Kodak for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

10 While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.; (Claim 1 Lines 24-26)

15 and

printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, 20 suggestion, or incentive to support the combination of the Zander and Segal et

al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these 5 references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., 10 and further in view of Kodak for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid 15 airtime communication units with unique identifiers. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”.

The invention as claimed in amended Claims 40 and 41 is believed to be 20 novel and patentable over Zander in view of Segal et al., and further in view of Kodak, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of

Zander in view of Segal et al., and further in view of Kodak would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that 5 there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the objection to the drawings for the entering of "New Matter" is requested. Figure 13 has been amended to show the structure of the system for providing a camera to a consumer for commitment by the consumer 10 for purchase of an amount of reproduction of images. The "Contractual Interface" 13 is removed and the advertising provider 60 added. The function of the advertising provider is described in Figure 6. Approval of the amendment of Figure 13 is requested. The "New Matter" is removed and No new matter has been added. The marked up version of Figure 13 is attached in the Appendix.

15 The specification has been amended to remove the references to the "Contractual Interface" 13 that the Examiner considered "New Matter".

Claims 10, 14-18, 27-28, 38-39, 43-45, and 51-56 are cancelled.

20 The Applicant respectfully submits that the above amendments, arguments and comments traverse what the Examiner regards as knowledge that would have been generally available to one of ordinary skill in the art at the

time the invention was made. Thusly, the Applicant respectfully requests that a timely Notice of Allowance for all claims be issued in this case.

It is requested that should Examiner Rhode not find that the Claims are now allowable, that the undersigned be called at (845) 452-5863 to overcome 5 any problems preventing allowance.

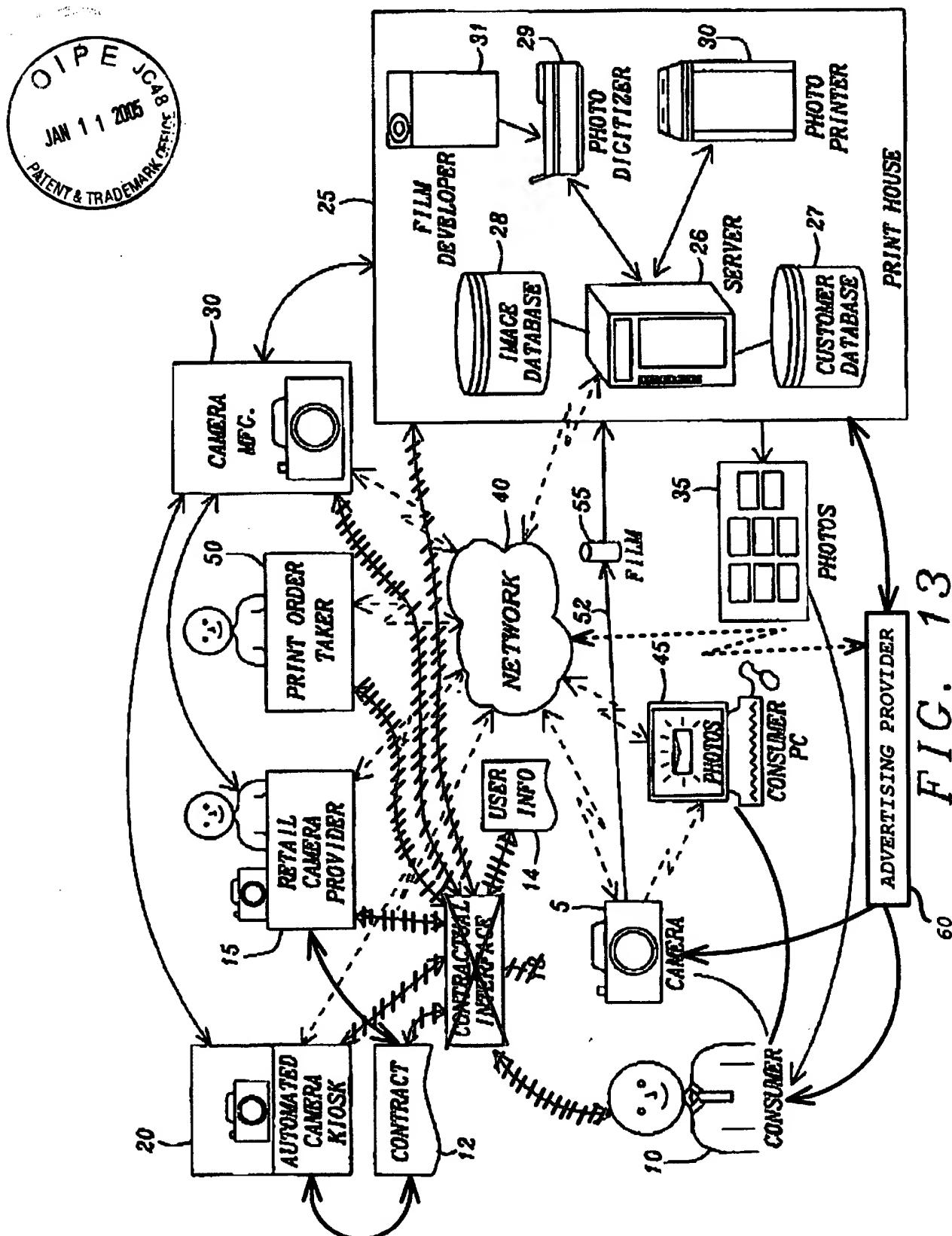
Respectfully Submitted,
George O. Saile & Associates

Billy J. Knowles
Billy J. Knowles, Reg. No. 42,752

10

Appendix

Annotated Drawing Sheet(s) Showing Changes



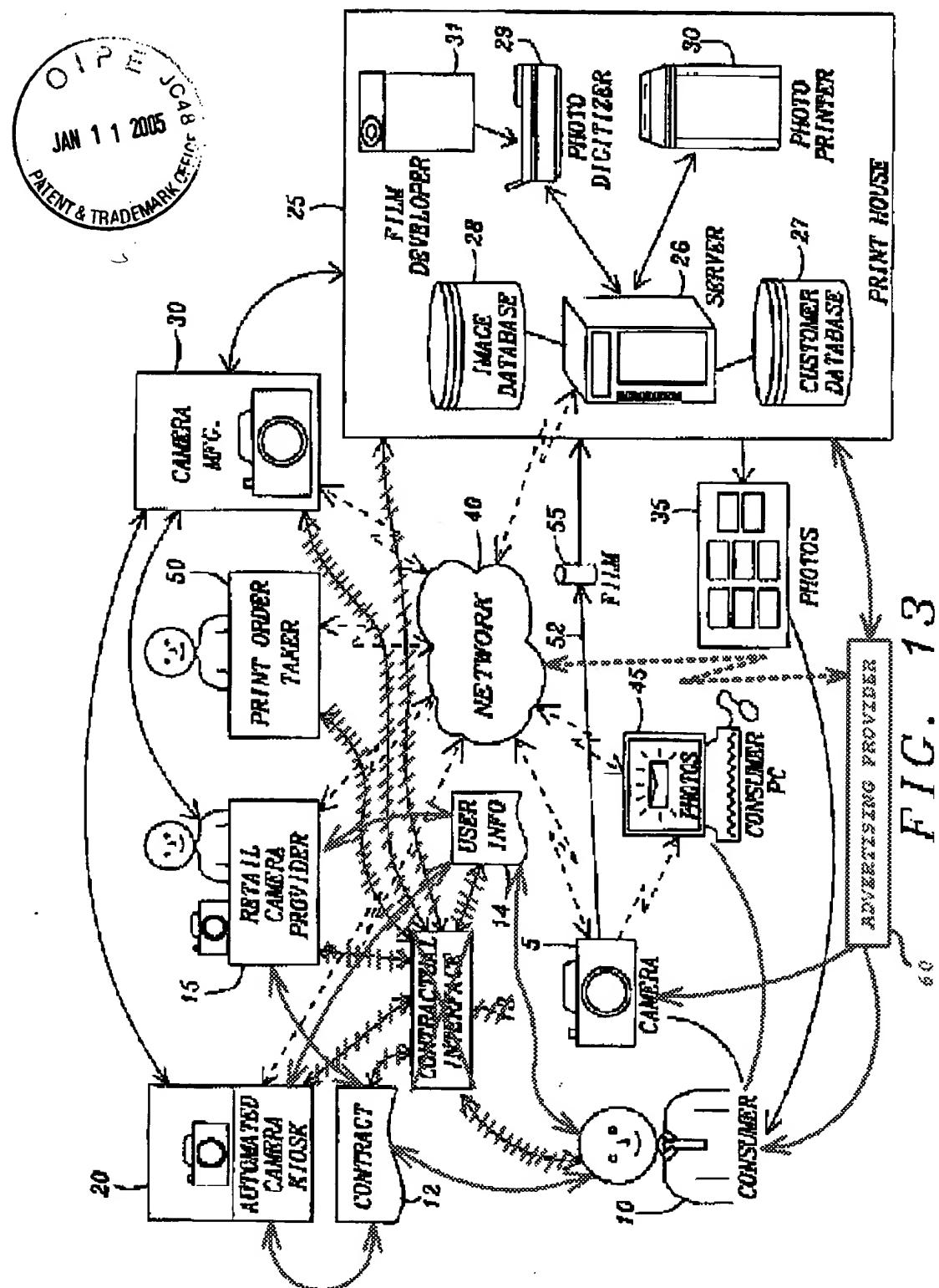


FIG. 13

Drawing Replacement Drawing Sheet(s)